

TO: The Honorable Mayor and City Council

FROM: Maxine Calloway, Esq., A.I.C.P., Director of Community Planning & Development

DATE: September 11, 2012

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT BETWEEN THE CITY AND LITTLE HAITI HOUSING ASSOCIATION, INC.; APPROVING FOR THE DISBURSEMENT OF HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS TO FINANCE AFFORDABLE HOUSING IN ACCORDANCE WITH THE 2011-2012 ACTION PLAN; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

RECOMMENDATION

It is recommended that the Mayor and Council approve the attached Resolution, authorizing the City Manager and the City Attorney to negotiate and execute an Agreement with Little Haiti Housing Association, Inc. (LHHA) for the disbursement of HOME funds to meet the City's Community Housing Development Organization (CHDO) allocation requirement.

BACKGROUND

The City of North Miami, as the recipient of HOME Investment Partnership Program funds from the U.S. Department of Housing and Urban Development, is required to set aside a minimum of fifteen percent (15%) of the total allocation for investment in housing to be developed, sponsored, or owned by Community Housing Development Organizations (CHDOs). On September 13, 2011 the Mayor and Council adopted Resolution 2011-105 approving the 2011-2012 Home Investment Partnership Program Action Plan and allocating 15% of the total award to the CHDO Activity. Little Haiti Housing Association, Inc. (LHHA) has been the City's certified CHDO for the last six years, and is a provider of affordable housing. As a result of the aforementioned federal requirement, the City of North Miami allocated \$73, 819 in HOME funds for the 2011-2012 Fiscal Year.

ADDITIONAL INFORMATION

The Community Planning and Development Department is recommending that Sixty Two Thousand Seven Hundred and Forty Seven (\$62,747.00) Dollars of the total award to LHHA be allocated for the acquisition and rehabilitation of two (2) single family homes within the boundaries of the City of North Miami. The remaining Eleven Thousand and Seventy Two Dollars (\$11, 072.00) is allocated to assist with the reasonable costs of administration and operation of these projects.

Attachments

- 1) Resolution
- 2) Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT BETWEEN CITY OF NORTH MIAMI AND LITTLE HAITI HOUSING ASSOCIATION, INC.; APPROVING FOR THE DISBURSEMENT OF HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS IN ACCORDANCE WITH THE 2011-2012 ACTION PLAN TO FINANCE AFFORDABLE HOUSING; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, the City of North Miami ("City") is the recipient of HOME Investment Partnership Program funds from the United States Department of Housing and Urban Development; and

WHEREAS, the City is required to set aside and award a minimum of 15% of its annual HOME entitlement allocation for investment in housing to be developed, sponsored, or owned by Community Housing Development Organizations ("CHDOs"); and

WHEREAS, on September 13, 2011 the Mayor and Council adopted Resolution 2011-105 approving the 2011-2012 Home Investment Partnership Program Action Plan and allocating 15% of the total award to the CHDO Activity; and

WHEREAS, Little Haiti Housing Association, Inc. ("LHHA") is qualified as a Community Housing Development Organization and has submitted a proposal for use of CHDO funds for CHDO eligible projects; and

WHEREAS, the Mayor and City Council desire to authorize the negotiation and execution of an agreement with Little Haiti Housing Association, Inc. for the required distribution of 15% of HOME Program funds from the approved 2011-2012 Action Plan in the amount of Seventy-Three Thousand Eight Hundred Nineteen Dollars (\$73,819.00) for the acquisition and rehabilitation of existing housing for sale to low and moderate income households in the City; and

WHEREAS, Sixty-Two Thousand Seven Hundred Forty-Seven Dollars (\$62,747.00) of the award is being allocated to rehabilitate two (2) single family homes within the boundaries of the City; and

WHEREAS, the remaining Eleven Thousand Seventy-Two Dollars (\$11, 072.00) or 15% of the award is allocated to reasonable costs of administration and operation of these projects.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Authority of the City Manager and City Attorney.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to negotiate and execute the agreement between the City of North Miami and Little Haiti Housing Association, Inc., in substantially the same form as attached hereto as "Exhibit A".

Section 2. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of September, 2012.

ANDRE D. PIERRE, ESQ.,
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Andre D. Pierre, Esq.	_____ (Yes)	_____ (No)
Vice Mayor Jean R. Marcellus	_____ (Yes)	_____ (No)
Councilperson Michael R. Blynn, Esq.	_____ (Yes)	_____ (No)
Councilperson Scott Galvin	_____ (Yes)	_____ (No)
Councilperson Marie Erlande Steril	_____ (Yes)	_____ (No)

**AGREEMENT BETWEEN
THE CITY OF NORTH MIAMI
AND
LITTLE HAITI HOUSING ASSOCIATION, INC.**

THIS AGREEMENT MADE this ___th day of September, 2012, by and between the City of North Miami, hereinafter referred to as the "CITY", and which is located at 776 Northeast 125th Street, North Miami, Florida 33161 and Little Haiti Housing Association, Inc., a nonprofit corporation hereinafter referred to as the "AWARDEE" and which is located at 181 NE 82nd Street, Miami, Florida, 33138.

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program ("HOME Program") Funds from the U.S. Department of Housing and Urban Development (HUD), including a minimum of 15% of its annual HOME entitlement allocation that is to be reserved for investment in housing to be developed, sponsored, or owned by Community Housing Development Organizations (CHDOs) as defined in the HOME Final Rule; and

WHEREAS, the AWARDEE represents that it is fully qualified as a Community Housing Development Organization(CHDO) as required by 24CFR Part 92, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does offer to perform such services for the CITY; and

WHEREAS, the AWARDEE has been re-certified with the CITY as a CHDO, and has submitted a proposal for use of CHDO funds for a CHDO-eligible project under HOME regulations; and

WHEREAS, the CITY, in accordance with its Annual Action Plan, and the AWARDEE desire to carry out the activities specified in Exhibit A of this Agreement and related to the development of certain affordable housing in the City of North Miami ("the PROJECT"); and

WHEREAS, the CITY desires to engage the AWARDEE to implement such undertakings of the HOME Program and has agreed to make available HOME Program funds to the AWARDEE for project development and reimbursement of reasonable costs or services related to the administration and operation of the PROJECT.

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agrees as follows:

Section I – Definitions and Purpose

1. **Definitions**

- A. **AGENCY** – is hereby defined as the Community Planning and Development Department, the HOME Program administering agency of the City of North Miami. For the purpose of this Agreement and all administration of HOME funds, the AGENCY shall act on behalf of the CITY in the execution and fiscal and programmatic control of this Agreement. The term

LITTLE HAITI HOUSING ASSOCIATION, INC.
HOME CHDO AGREEMENT

- “Approval by the CITY” or like term used in this Agreement shall in no way relieve the AWARDEE from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.
- B. **AGENCY APPROVAL** – means the written approval of the **DIRECTOR** or designee.
- C. **COMPENSATION** – is hereby defined as the amount of money the CITY agrees to pay and the AWARDEE agrees to accept as payment in full for the WORK as further detailed in Exhibit A – SCOPE OF SERVICES and made a part thereof of this agreement.
- D. **DIRECTOR** – is hereby defined as the Director of the Community Planning and Development of the CITY.
- E. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (D) AND 12701 – 12839.
- F. **LOW - INCOME PERSONS** means the definitions set by U.S. HUD.
- G. **PROJECT** – is hereby defined as the building (s) and structures that are in part or in whole being financed by the proceeds of HOME funds being awarded under this CHDO Agreement and as further detailed in Section III below.
- H. **U.S. HUD** means the Secretary of the U. S. Department of Housing and Urban Development or a person authorized to act on U.S. HUD’s behalf.
- I. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the AWARDEE in the role of a CHDO.
- J. Other terms used herein shall be defined as they appear at 24 CFR 92.2.

2. **Purpose**

The purpose of this Agreement is to state the covenants and conditions under which the AWARDEE will implement the Scope of Services set forth in Exhibit “A” of this Agreement.

Section II – Compensation, Use, Term, Method and Conditions of Payment

1. **Maximum Compensation & Use**

CHDO Subsidy Funds: The CITY agrees to provide the AWARDEE with a deferred payment, zero-interest, forgivable loan in an amount not to exceed the maximum and total authorized sum of Seventy Three Thousand Eight Hundred and Nineteen Dollars (\$73,819.00) in HOME funds for eligible acquisition and/or rehabilitation and reasonable administrative expenses related to the Project. In accordance with terms outlined in Exhibit “A” of this Agreement, the AWARDEE shall transfer the HOME subsidy to individual homebuyers in an amount sufficient to make the purchase of the rehabilitated homes affordable and in accordance with subsidy limits established by the CITY and in conformance with HOME Maximum subsidy limits at 24 CFR 92. 250.

LITTLE HAITI HOUSING ASSOCIATION, INC.
HOME CHDO AGREEMENT

The City agrees that the AWARDEE can use Eleven Thousand and Seventy Two Dollars (\$11,072.00) or 15% of the total maximum award for reasonable costs or services related to the administration and operation of the Project.

Further budget changes within the designated amount of this contract can be approved in writing by the Director at his or her discretion up to twenty percent (20%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the AWARDEE to the Director. Budget changes in excess of twenty percent (20%) must be approved by the City Council .

2. Term

The term of this Agreement shall be twelve months from the effective date of this Agreement, which shall be the date executed by the last of the CITY and the AWARDEE ("Effective Date"). The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U.S. HUD under grant number M-11-MC-12-0231 . In any event, all services required hereunder shall be completed by the AWARDEE within the term of this agreement. The term of this agreement shall be in compliance with requirements at 24 CFR 92.504 (c)(3) (ix).

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this Agreement, it is understood and agreed by the AWARDEE that the PROJECT will be completed as expeditiously as possible and that the AWARDEE will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the revocation of HOME funds. Any HOME funds not obligated by the end of the Agreement will revert to the CITY.

3. Method of Payment

The CITY agrees to make payments and to reimburse the AWARDEE for all eligible budgeted costs permitted by Federal, State, and CITY guidelines and in accordance with the Scope of Work and Fee Schedule outlined in Exhibit "A" of this Agreement. In no event shall the CITY provide advance funding to the AWARDEE or any subcontractor hereunder.

Project expenses (excluding fees for services) shall be paid based on vouchers for actual expenses incurred or paid. Requests for Project related expenses must be accompanied by copies of invoices, checks, receipts, and partial and final releases of liens.

Reimbursement for funds allocated for reasonable costs or services related to the administration and operation of the Project shall be paid on a reimbursement basis no more frequently than once per month during the Term of this Agreement. Requests for reimbursements or payments must be accompanied by proper documentation of expenditures, such as time sheets, description and proof of completed services, copies of checks, and invoices or vouchers.

LITTLE HAITI HOUSING ASSOCIATION, INC.
HOME CHDO AGREEMENT

The AWARDDEE agrees to establish an escrow account at a title company acceptable to the CITY for the payment of costs related to the development of the PROJECT. The escrow account shall be in the name of the AWARDDEE and disbursements of HOME funds by the City shall be made to the account subject to the AWARDDEE fulfilling conditions and requirements contained in this Agreement. The AWARDDEE agrees to make payments for PROJECT related costs from the escrow account subject to all of the following: a request from the AWARDDEE, a release from the AGENCY on behalf of the CITY, and an acknowledgement from the vendor, subcontractor, or PROPERTY OWNER as applicable. All payments are subject to the submission of required documents.

Requests for payment must be submitted by the AWARDDEE on forms specified by the CITY, with adequate and proper documentation of eligible costs incurred in compliance with 92.206, Exhibit A of this Agreement and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget. The AWARDDEE will ensure that any expenditure of HOME funds will be in compliance with the requirement at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

The CITY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed or in the event of failure by the AWARDDEE to comply with any terms of this Agreement.

The AWARDDEE may submit a final invoice upon completion. Final payment shall be made after the CITY has determined that all services have been rendered, files and documentation delivered, and homes have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

The disbursement of HOME funds under this agreement shall be subject to the fulfillment of any and all conditions that ensures compliance with the requirements and guidelines established by the CITY, this Agreement and the HOME regulations at 24 CFR Part 92. No HOME funds shall be disbursed until the requirements are met to the satisfaction of the CITY.

Section III – The Project

Project Description

The Project consists of the acquisition and rehabilitation of no less than **two (2) unoccupied single family homes** (“Property A”) located in the CITY at an address to be determined and agreed to by the CITY and the AWARDDEE.

Property A shall be no less than one (1) three-bedroom-two bath single family home as designed to provide affordable homeownership housing for low- and moderate-income households. The Property will include ceramic tile throughout the house, new appliances, washer and dryer, new kitchen cabinets, impact resistant windows and many energy conserving designs and “green” features.

LITTLE HAITI HOUSING ASSOCIATION, INC.
HOME CHDO AGREEMENT

Property B shall consist of no less than one (1) three-bedroom-two bath single family home as designed to provide affordable homeownership housing units for low- and moderate-income households. The improvements to the Project shall include all code related repairs, replacement of flooring, upgraded kitchen cabinets, new appliances, window improvements, and baths.

In furtherance thereof, the CITY shall provide HOME funds to the AWARDEE for eligible rehabilitation expenses provided that the HOME-assisted homes are sold to approved buyers whose individual or household income do not exceed eighty percent (80%) of the median income for the area as determined by U.S. HUD.

Section IV – Project Requirements

The AWARDEE agrees to comply with all requirements of the HOME Program as stated in the 24 CFR Part 92, including but not limited to the following.

A. Commencement Date and Completion Date: The Commencement Date of the construction of the Project shall be 30 days from the Effective Date. The substantial Completion Date shall be 360 days from the Commencement Date but no later than the termination date of this Agreement.

B. Construction Schedule: A schedule for the rehabilitation of the properties shall be prepared by the AWARDEE and submitted to the DIRECTOR for approval prior to the release of any funds. The schedule shall include, but not be limited to (i) a commencement date and substantial completion date pursuant to Section IV.B above and (ii) a Sources and Uses budget breaking out the construction costs, overhead, profits, soft costs, and Developer fees. The schedule shall be submitted for approval no later than ninety (90) days from the Effective Date of this Agreement.

C. Maximum per Unit Subsidy Amount: The parties understand and agree that the amount of HOME funds invested on a per-unit basis in the PROJECT may not exceed the per-unit dollar limits established by the CITY but must not exceed the subsidy requirements described in the HOME regulations at 24 CFR.92.250. The total per-unit HOME CHDO rehabilitation subsidy shall not exceed Forty Thousand Dollars (\$40,000) for the purposes of the Project. Any need for an increase in the above stated subsidy for the Project must be submitted to the AGENCY for approval by the DIRECTOR.

D. Sale Price Limits: The parties understand and agree that the sales price of the homes to be developed or subsidized using HOME funds must not exceed \$330,000 or any other limit as determined by the CITY as a part of its housing program guidelines.

E. Property Standards: The parties understand and agree that housing that is constructed or rehabilitated with HOME funds must meet all applicable local codes and zoning ordinances at the time of project completion, which ensure that the housing is decent, safe, and sanitary. The houses must meet, at a minimum, the HOME requirements at 24 CFR 92.251 as it relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable, and Minimum Property Standards (MPS) in 24 CFR 200.925 or 200.926 for the duration of the affordability period. The property must also meet all structural standards as established in the Florida Building Code 2005, as amended.

LITTLE HAITI HOUSING ASSOCIATION, INC.
HOME CHDO AGREEMENT

F. Affordability Requirements: The parties understand and agree that the Project is designed to increase the number of affordable homes in the CITY. In order to ensure affordability, homes provided for in this Agreement must meet the affordability requirements as provided in 24 CFR 92.252. Accordingly, the period of time that the homes must remain affordable must not be less than five (5) years if the HOME assistance is under \$15,000; not less than ten (10) years if the HOME assistance is between \$15,000 and \$40,000; and not less than fifteen (15) years if the HOME assistance is over \$40,000. The affordability period is calculated from the date of initial occupancy. The affordability requirements apply without regard to the term of any loan or mortgage or the transfer of ownership. They shall be imposed by deed restrictions, covenants running with the land, or other mechanisms approved by HUD, except that the affordability restrictions may terminate upon foreclosure or transfer in lieu of foreclosure. The parties further agree that the CITY may use purchase options, right of first refusal or other preemptive rights to purchase the housing before foreclosure or deed in lieu of foreclosure to preserve affordability. The affordability restrictions shall be revived according to the original terms if, during the original affordability period, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the project or property.

The AWARDDEE shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD Technical Guide for Determining Income and Allowances Under the HOME Program.

G. Environmental Review: No HOME project funds will be advanced, and no costs can be incurred, until the CITY has conducted an environmental review of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the CITY of a release of funds from the U.S. Department of Housing and Urban Development [or the State of FLORIDA] under 24 CFR Part §58.

Further, the AWARDDEE will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance and must indicate that the violation of this provision may result in the denial of any funds under the agreement. The AWARDDEE also agrees to assemble information as required by the CITY to complete the environmental assessment and/or statutory checklist completed, as applicable.

H. Mortgage/Security Instrument: The HOME funds advanced to the PROJECT will be secured by a note and mortgage as required by 24 CFR 92 during the construction period and remain in the property upon sale of the house to an eligible buyer. The CITY agrees that the HOME mortgage shall be subordinate to any private sector construction or permanent loan. The AWARDDEE assures that any

LITTLE HAITI HOUSING ASSOCIATION, INC.
HOME CHDO AGREEMENT

notes and mortgages recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the AWARDEE will monitor each home for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

I. Property Eligibility: The AWARDEE agrees that all HOME assisted homes will be in compliance with 24 CFR 92.254, including documentation that the property is eligible under 92.254(a)(1) – (2), and will maintain compliance during the minimum compliance period. The AWARDEE also agrees to ensure that the ultimate ownership of the HOME assisted home must meet the definition of “homeownership” in 24 CFR 92.2.

J. Non-Discrimination/Affirmative Marketing: In the selection of occupants for PROJECT homes, the AWARDEE shall comply with all non-discrimination requirements of 24 CFR 92.350. If the project consists of 5 or more homes, the AWARDEE will implement affirmative marketing procedures as required by 24 CFR 92.351. Such procedures are subject to the approval of the AGENCY.

K. Match: The AWARDEE will provide any documentation required by the AGENCY regarding match as may be required to document match for purposes of the HOME Program.

L. Subcontracts: Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order and shall be subject to each provision of this Agreement. Proper documentation in accordance with CITY, State, and Federal guidelines and regulations must be submitted by the AWARDEE to the AGENCY and approved by the AGENCY prior to execution of any subcontract hereunder. In addition, all subcontracts shall be subject to Federal, State and CITY laws and regulations.

None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted or reimbursed without the prior written approval of the DIRECTOR or designee.

M. Project Beneficiaries: One hundred percent (100%) of the beneficiaries of a project funded through this Agreement must be low income persons. The PROJECT funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. The AWARDEE shall provide written verification of compliance to the AGENCY upon request.

N. Relocation: The AWARDEE warrants that the selected homes under the PROJECT were unoccupied prior to the beginning of negotiations with the property owner.

Section V– HOME Loan Conditions

A. All HOME funds are subject to repayment in the event the PROJECT does not meet the Project Requirements as outlined above. Sale of the homes in the PROJECT to another party other than the initial homebuyer may occur only with the approval of the CITY, and the purchaser shall assume all obligations of the eligible homebuyer under this agreement, the note and mortgage, and the deed covenants. Provisions in those documents will provide for the extinguishments of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure.

LITTLE HAITI HOUSING ASSOCIATION, INC.
HOME CHDO AGREEMENT

- B. The Awardee agrees to secure the HOME CHDO subsidy funds through a recorded HOME mortgage lien on each HOME-assisted housing home which will be rehabilitated and sold to a first-time low and very low income buyer. The mortgage lien will be made subordinate to the private sector first mortgage financing on the PROJECT and will be transferred to the home buyer upon closing of the sales transaction.
- C. The Awardee agrees to transfer the HOME CHDO subsidy invested in the PROJECT to individual buyers in an amount sufficient to make the purchase affordable. Any HOME funds that reduce the price of the property to the home buyer below the fair market value of the property shall be secured by a HOME note and mortgage as required in 92.254 (a)(5)(ii), using the note and mortgage prescribed or approved by the AGENCY and consistent with the method of recapture identified in the CITY'S Consolidated Plan."
- D. Any HOME CHDO funding invested in the PROJECT that is recaptured from the sales proceeds must be reported to the CITY and may be retained to be used to fund additional first time home buyers under the PROJECT with prior approval from the CITY.
- D. The Awardee agrees that the HOME-assisted homes in the PROJECT must be pre-sold to a qualified buyer prior to the expenditure of HOME CHDO subsidy funds for rehabilitation.
- E. Prior to each closing with an eligible homebuyer, the Awardee will provide to the AGENCY the estimated settlement statement, along with reconciliation statement and the draft note and mortgage. The reconciliation statement shall account for the pro-ration of HOME project funds to the individual home, and identify those funds that are to be lent to the buyer as "Buyer subsidies" secured by the HOME note and mortgage, the pro-rated HOME development funds that are to be forgiven as "development subsidies", and the amount of developer fee or CHDO sales proceeds to be retained from settlement funds.
- F. All resale proceeds that are received from buyers as they resell the properties during the compliance period to other buyers shall be considered "Recaptured Funds" under 24 CFR 92.254(a)(5)(ii)A(5) and must be repaid to the CITY for use in eligible HOME projects as required by 24 CFR 92.503. The Awardee shall notify the eligible buyers of the above conditions and shall require them to sign attesting to their understanding of such terms.

Section VI – CHDO Provisions

- A. CHDO Certification: It is understood that the Awardee has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the PROJECT/AGREEMENT in accordance with 24 CFR 92. Awardee agrees to provide information as may be requested by the AGENCY to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance.
- B. CHDO Role: In accordance with 24 CFR 92.300, the parties agree that the Awardee is acting in the CHDO role of a "developer" and has a contractual obligation to Venice Park Gardens, Inc. ("Property Owner") to be a co-developer of the PROJECT. The Awardee also agrees to obtain financing, identify and process homebuyers, coordinate rehabilitation/upgrade, and market the

LITTLE HAITI HOUSING ASSOCIATION, INC.
HOME CHDO AGREEMENT

PROJECT. The AWARDEE also agrees that the HOME loan obligations shall be transferred to a HOME qualified homebuyer after completion of the improvements at the closing on the sale of the HOME-assisted home. The AWARDEE agrees to adequately inform the home buyer of the HOME requirements including mortgage and note, affordability period, repayment and other applicable terms and AWARDEE agrees that such language must be included in the sales contract or through a separate agreement with the home buyer.

Section VII – Procurement Standards

The AWARDEE shall establish procurement procedures to ensure that material and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the AWARDEE shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 - .48. All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the CITY's Purchasing Guidelines, OMB Circulars A-110 and A-122 which are incorporated herein by reference.

Section VIII – Conflict of Interest Provisions

The AWARDEE covenants that no person who presently exercises any functions or responsibilities in connection with the PROJECT has any personal financial interest, direct or indirect, in the activities provided under this Agreement which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the AWARDEE. Any possible conflict of interest on the part of the AWARDEE or its employees shall be disclosed in writing to the AGENCY provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of lower- income residents of the PROJECT area.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the AWARDEE in writing to the Participating Jurisdiction. The AWARDEE must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356 and 84.42, as they apply.

Section IX – Equal Employment Opportunity

During the performance of this contract, the AWARDEE agrees as follows:

LITTLE HAITI HOUSING ASSOCIATION, INC.
HOME CHDO AGREEMENT

The AWARDEE agrees that no person shall on the grounds of race, color, disability, national origin, religion, age, familial status, or sex be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this Agreement. The AWARDEE also agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The AWARDEE will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). The AWARDEE agrees to comply with all requirements of Section 202 of Executive Order No. 11246 of September 24, 1965 or by rule, regulations, or orders of the Secretary of Labor or as otherwise provided by law. These requirements include, but are not limited to terms of employment, notices, advertisements, consideration for employment, access to records and accounts, sanctions, and agreements with subcontractors. Upon receipt of evidence of such discrimination, the CITY shall have the right to terminate this Agreement.

Section X – Labor, Training & Business Opportunity

The AWARDEE agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

Section XI – Compliance with Federal, State & Local Laws

The AWARDEE covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 1968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The AWARDEE covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The AWARDEE agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The AWARDEE further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of \$100,000. The AWARDEE

LITTLE HAITI HOUSING ASSOCIATION, INC.
HOME CHDO AGREEMENT

also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

The CITY shall have the right under this Agreement to suspend or terminate payments until the AWARDEE complies with any additional conditions that may be imposed by the CITY or U.S. HUD at any time.

Section XII – Suspension & Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the AWARDEE materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

If, through any cause, the AWARDEE shall fail to fulfill in timely and proper manner its obligations under this contract, or if the AWARDEE shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the AWARDEE of such termination and specifying the effective date thereof, at least five (5) days before the date of such termination. In such event, the AWARDEE shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the AWARDEE shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the AWARDEE and the CITY may withhold any payments to the AWARDEE for the purpose of setoff until such time as the exact amount of damages due to the CITY from the AWARDEE is determined whether by court of competent jurisdiction or otherwise.

Section XIII– Termination for Convenience of the CITY

The CITY may terminate for its convenience this contract at any time by giving at least thirty (30) days notice in writing to the AWARDEE. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the AWARDEE will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of the AWARDEE covered by this contract, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XIV – Default-Loss of Grant Funds

If the AWARDEE fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the AWARDEE refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in this agreement, the AWARDEE shall be in default and notice in writing shall be given to the AWARDEE of such default by the AGENCY or an agent of the AGENCY. If the AWARDEE fails to

LITTLE HAITI HOUSING ASSOCIATION, INC.
HOME CHDO AGREEMENT

cure such default within such time as may be required by such notice, the CITY, acting by and through the AGENCY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the AWARDEE pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the AWARDEE will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the AWARDEE then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the AWARDEE to complete the project in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XV – Reporting & Recordkeeping Responsibilities

The AWARDEE agrees to submit monthly reports to the AGENCY by the 15th day of the month following the end of the month and starting the next month following the date of execution of this Agreement. The reports shall include detailed information on the status of the PROJECT as detailed in Exhibit A of this Agreement.

The AGENCY will send the AWARDEE one reminder notice if the monthly report has not been received fifteen (15) days after the due date. If the AWARDEE has not submitted a report fifteen (15) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the AWARDEE agrees to provide the AGENCY information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project.

The AWARDEE agrees to maintain records of all documents as to its CHDO eligibility, income documentation of all assisted households, property standards compliance documents, copies of financial records, price/value determination information and resale/recapture documents.

Section XVI – Inspection, Monitoring & Access to Records

The CITY reserves the right to inspect, monitor, and observe work and services performed by the AWARDEE at any and all reasonable times. The CITY reserves the right to audit the record of the AWARDEE any time during the performance of this Agreement and for a period of five years after final payment is made under this Agreement.

If required, the AWARDEE will provide the AGENCY with a certified audit of the AWARDEE's records representing the Fiscal year during which the PROJECT becomes complete whenever the amount listed in SECTION VII is at or exceeds \$300,000, pursuant to the requirements of OMB Circular A-133.

LITTLE HAITI HOUSING ASSOCIATION, INC.
HOME CHDO AGREEMENT

Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the AWARDEE or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XVII – General Conditions

A. Data Becomes CITY Property: All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the AWARDEE for the purpose of this Agreement shall become the property of the CITY without restriction, reservation, or limitation of their use and shall be made available by the AWARDEE at any time upon request by the CITY. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to the CITY if requested. In any event, the AWARDEE shall keep all documents and records for five (5) years after expiration of this Agreement.

B. Indemnification: The AWARDEE shall protect, defend, reimburse, indemnify and hold the CITY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the AWARDEE. AWARDEE's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The AWARDEE will hold the CITY harmless and will indemnify the CITY for funds which the CITY is obligated to refund the Federal Government arising out of the conduct of activities and administration of the AWARDEE.

C. Insurance: Unless otherwise specified in this Agreement, the AWARDEE shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein as to types and limits, as well as the CITY's review or acceptance of insurance maintained by the AWARDEE, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the AWARDEE under this Agreement.

(1) Commercial General Liability

The AWARDEE shall agree to maintain Commercial General Liability at a limit of liability not less than \$ 1,000,000 for Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted by the CITY's Risk Management Department. The AWARDEE agrees this coverage shall be provided on a primary basis.

(2) Additional Insured

The AWARDEE shall agree to endorse the CITY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "The City of North Miami, a Political Subdivision of the State of Florida, its Officers, Employees and Agents". The AWARDEE shall agree the Additional Insured endorsements provide coverage on a primary basis.

LITTLE HAITI HOUSING ASSOCIATION, INC.
HOME CHDO AGREEMENT

(3) Certificate of Insurance

The AWARDEE shall agree to deliver to the CITY a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of the Contract by the CITY. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

(4) Right to Review and Adjust

The AWARDEE shall agree the CITY, by and through its Risk Management Department, in cooperation with the Department of Community Planning and Development, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Agreement. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

D. Maintenance of Effort: The intent and purpose of this Agreement is to increase the availability of the AWARDEE's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the AWARDEE. The AWARDEE agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

E. Notices: All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY'S address: City of North Miami
776 NE 125th Street
North Miami, FL 33161
Attn: City Manager

With Copy to: City of North Miami
776 N.E. 125th Street
North Miami, FL 33161
Attn: City Attorney

AWARDEE's address: Little Haiti Housing Association, Inc.
181 NE 82nd Street
Miami, Florida, 33138
Attn: Samuel Diller, Registered Agent

F. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

G. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms of this Agreement shall rule.

LITTLE HAITI HOUSING ASSOCIATION, INC.
HOME CHDO AGREEMENT

- H. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- I. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Florida and venue shall lie in Miami-Dade County, Florida.
- J. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of North Miami, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- K. The AWARDEE shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the Labor Regulations (29 CFR Part 3), as amended.
- L. The AWARDEE shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Labor Regulations (29 CFR, Part 5), as amended.
- M. The AWARDEE further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The AWARDEE also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.
- N. The obligations undertaken by AWARDEE pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.
- O. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.
- P. AWARDEE shall indemnify and save CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of AWARDEE's activities under this Agreement, including all other acts or omissions to act on the part of AWARDEE, including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorney fees, expenses and liabilities in the defense of any such claims, or in the investigation thereof.
- Q. AWARDEE and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to state Compensation benefits as an employee of the CITY.

LITTLE HAITI HOUSING ASSOCIATION, INC.
HOME CHDO AGREEMENT

- R. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

IN WITNESS WHEREOF, the CITY and the AWARDEE have caused their signatures to be hereunto affixed and duly attested

Samuel Diller, Executive Director
Little Haiti Housing Association, Inc.

City Manager
North Miami, FL

EXHIBIT A

**Agreement Between
The City of North Miami & Little Haiti Housing Association, Inc.**

SCOPE OF WORK

LITTLE HAITI HOUSING ASSOCIATION, INC.
HOME CHDO AGREEMENT

The AWARDEE, in close coordination with the CITY, shall perform all professional services (the "WORK") necessary to complete the rehabilitation, sale and occupancy of the PROJECT in full compliance with the terms of this Agreement:

It is understood that the AWARDEE will provide a specific working budget, copies of required sub-agreements and realistic timetable as relates to: construction/rehabilitation, soft costs, development fees and other allowable costs/activities prior to disbursement of any HOME funds. The applicable budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line terms.

The AWARDEE agrees to:

- A. *Coordinate the development including acquisition, rehabilitation/upgrade, and sale of at least two (2) single family homes located in the CITY to eligible low and very low- first-time homebuyers. The AWARDEE shall act as a co-developer of the housing to be provided under the PROJECT. The AWARDEE shall secure either an ownership interest in the housing or establish a contractual relationship with the owner of the housing to develop the housing. The AWARDEE shall perform all the functions typically expected of for-profit developers and assume the risks and rewards associated with being a project developer.*
- B. *Develop and rehabilitate/upgrade no less than two (2) single family homes. The improvements shall include all code related repairs, replacement of flooring, upgraded kitchen cabinets, new appliances, upgraded windows, and baths.*
 - *Coordinate the following development activities:*
 - *Secure property appraisals, environmental clearances, surveys, and inspections.*
 - *Identify and pre-qualify prospective home buyers for loan and subsidy processing.*
 - *Conduct credit counseling and home buyer education related to subsidy.*
 - *Assist home buyers to identify and apply for first mortgage and subsidy financing.*
 - *Secure HOME and any other subsidy financing that may be applicable for rehabilitation and other applicable costs.*
 - *Preparing mortgage documents related to subsidies and transfer of HOME subsidies to home buyer.*
 - *Facilitate recording of applicable HOME mortgage liens.*
 - *Assist in securing and contracting with professionals including contractors and subcontractors.*
 - *Obtain, review, and approve rehabilitation cost estimates.*
 - *Obtain building permits for rehabilitation work.*
 - *Oversee work of contractors and subcontractors.*
 - *Process construction/rehabilitation draws for subsidy financing.*
 - *Assist in coordinating inspections including HOME Housing Quality Standards and progress inspections by banks and the CITY, as applicable.*
 - *Assist in overseeing construction activities.*
 - *Serve as liaison between the owner, the home buyer and the CITY and coordinate receipt of certificate of occupancy and completion of "punch list" items.*
 - *Obtain final survey and assist/facilitate closings.*
 - *Provide required documentation related to PROJECT to the CITY and ensure compliance with requirements of this Agreement.*

LITTLE HAITI HOUSING ASSOCIATION, INC.
HOME CHDO AGREEMENT

- D. *Ensure that the HOME-assisted housing is sold to approved buyers whose individual or household income do not exceed eighty percent (80%) of the median income for the area as determined by U.S. HUD.*
- E. *Inform the homebuyer of the necessity of executing any necessary agreements, including a Promissory Note and Second Mortgage in favor of the City in order to be eligible for HOME funds. Prepare mortgage documents for approval by the City transferring the HOME subsidy to eligible buyers.*
- F. *Submit to the AGENCY monthly detailed narrative reports as outlined in this Agreement. Reports will include information on the clients served including, name, census tract, and municipality. The narrative reports shall also include PROJECT status, constraints, comparison with goals, and any other relevant issues.*
- G. Assist the City in carrying out its affirmative marketing requirements.
- H. *Submit applicable documentation including copies of invoices, receipts, checks along with CITY approved forms to substantiate HOME disbursements. Provide verifiable staff time sheets to CP&D on a regular basis, if staff is paid out of HOME funds. Time sheets will show clearly the time, hours and minutes, allocated to each activity. Staff paid out of HOME funds will keep daily time records identifying the time spent on HOME activities.*
- I. Report the receipt of any income earned by the Agency to the DIRECTOR within five (5) working days after the receipt of the income. Any income earned by the Agency will be considered program income and will be subject to CP&D, U.S. HUD and this Agreement.
- J. The AWARDEE shall adhere to the benchmark schedule as listed below in Section II. B.
- K. The AWARDEE shall have a 40-year inspection of the building completed by an inspector licensed to do said inspection to ensure the structural integrity of the building and shall forward the results of such inspection to the CITY prior to disbursement of HOME funding.

The CITY agrees to provide the following services through the AGENCY:

- A. *Provide up to Seventy Three Thousand Eight Hundred and Nineteen Dollars (\$73,819.00) in HOME funds for costs associated with the development, rehabilitation/upgrade, reasonable administrative expenses and sale of two (2) affordable single family homes to low- to very low-income first-time homebuyers, as defined by U.S. HUD regulations. Maximum levels of assistance to be determined according to household size and income levels as per AGENCY and HOME guidelines.*
- B. The CITY shall provide to the AWARDEE information regarding its requirements for the PROJECT.
- C. The CITY will provide the AWARDEE with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.

LITTLE HAITI HOUSING ASSOCIATION, INC.
HOME CHDO AGREEMENT

- D. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the AWARDEE regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances. Nothing contained herein shall relieve the AWARDEE of any responsibility as provided under this Agreement.

*E. Act as fiscal agent in processing disbursements of up to **Sixty Two Thousand Seven Hundred Forty Seven Dollars (\$62,747.00)** in HOME funds for rehabilitation expenses under the PROJECT.*

F. Conduct Housing Quality Standards Inspection prior to and upon completion of rehabilitation activities.

- G. Provide a determination that applicant households are income eligible under HUD guidelines based on income and household size. Provide a determination that the sites are in conformance with Federal environmental requirements.
- H. Provide technical assistance to ensure compliance with HOME, U.S. HUD, and applicable State, Federal and CITY regulations and this Agreement.
- I. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- J. Monitor the AWARDEE at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by CP&D and will serve to ensure compliance with U.S. HUD and CP&D regulations and to verify the accuracy of reporting procedures to CP&D on program activities as described.